

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	Chapter 11
	)	
IQOR HOLDINGS INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 20-34500 (DRJ)
	)	
Debtors.	)	(Jointly Administered)
	)	

**DEBTORS' APPLICATION FOR  
AUTHORITY TO EMPLOY AND RETAIN FTI  
CONSULTING, INC. AS FINANCIAL ADVISOR TO THE DEBTORS  
AND DEBTORS IN POSSESSION EFFECTIVE AS OF SEPTEMBER 10, 2020**

THIS APPLICATION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY-ONE DAYS FROM THE DATE YOU WERE SERVED WITH THIS APPLICATION. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE APPLICATION AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application (this “Application”).

**Relief Requested**

1. The Debtors seek entry of an order, substantially in the form attached hereto, (the “Order”) authorizing the Debtors to retain and employ FTI Consulting, Inc. (“FTI”) as their financial advisor effective as of September 10, 2020, pursuant to that certain engagement letter, dated February 21, 2020, (the “Engagement Letter”) a copy of which is attached hereto as **Exhibit A**. In support of this application, the Debtors submit the *Declaration of Joseph*

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://omniagentsolutions.com/iqor>. The location of the Debtors’ service address is: 200 Central Avenue, 7th Floor, St. Petersburg, Florida 33701.

*Concannon in Support of the Debtors' Application for Authority to Employ and Retain FTI Consulting, Inc. As Financial Advisor to the Debtors and Debtors in Possession Effective as of September 10, 2020* (the "Concannon Declaration"), attached hereto as **Exhibit B**.

### **Jurisdiction and Venue**

2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are 28 U.S.C. § 156(c), sections 105(a), 327, 328(a), and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 2002(f), 2014(a), 2016, and 6003, and rules 1075-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

### **Background**

5. The Debtors (together with their non-Debtor affiliates, the "Company") comprise a multinational business process outsourcing company that provides a range of intelligent customer support and outsourcing services to some of the world's largest brands. The Company's operations consist of two primary business segments—the customer care/call center business and the product support business. The Company's call center business provides customers with multiple service offerings, including technical support solutions, omnichannel customer experience solutions, analytical enabled customer retention solutions and revenue generation support services. The Company's product support business provides customers with technical services and supply chain solutions, including repair services, quality assurance, kitting and packing, asset recovery and

recycling services, supply chain management, and service parts logistics. The Company is headquartered in St. Petersburg, Florida, but its operations are extensive and span across North America, Europe, and Asia. The Company operates more than 40 call centers in eight countries and prior to the COVID-19 pandemic, employed approximately 40,000 people globally.

6. On September 10, 2020 (the “Petition Date”), each of the Debtors other than iQor Receivables SPE LLC and iQor Receivables SPE 2, LLC (collectively, the “iQor SPE Debtors”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.<sup>2</sup> The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 10, 2020, the Court entered an order [Docket No. 22] authorizing the joint administration and procedural consolidation of the chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No entity has requested the appointment of a trustee or examiner in these chapter 11 cases and no official committees have been appointed or designated.

7. A description of the Debtors’ businesses, the reasons for commencing the chapter 11 cases, and the relief sought from the Court to allow the Debtors to transition into chapter 11 are set forth in the *Declaration of David A. Kaminsky, Chief Financial Officer of iQor Holdings Inc., in Support of Debtors’ Chapter 11 Petitions and First Day Motions*, filed on September 11, 2020 [Docket No. 58], incorporated herein by reference.

### **FTI’s Qualifications**

8. On February 21, 2020, FTI was engaged to provide financial advisory and consulting services to the Debtors. Since this time, FTI has developed a great deal of institutional

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<sup>2</sup> On September 14, 2020, the iQor SPE Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

knowledge regarding the Debtors' operations, financial affairs and systems, and related matters. Such experience and knowledge will be valuable to the Debtors reorganization efforts.

9. The Debtors also are familiar with FTI's professional experience, standing, and reputation. FTI has assisted, advised, and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in prior cases. Its debtor advisory experience has involved a wide range of activities targeted at stabilizing and improving a company's financial position such as developing or validating forecasts and business plans, and monitoring and managing cash, cash flow, and supplier relationships. FTI's personnel range in their specialties, which include interim management, restructuring advisory services, turnaround consulting, operational due diligence, creditor advisory services, and performance improvement. In addition, FTI's well established in the restructuring industry. FTI has a worldwide network of 5,700 employees in 27 countries on six continents. It has earned an excellent reputation for services rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. Therefore, FTI is well qualified and able to serve as a financial advisor to the Debtors.

#### **Scope of Services**

10. FTI will provide such consulting and advisory services as FTI and the Debtors deem appropriate and feasible in order to advise the Debtors in the course of these chapter 11 cases, including but not limited to the following assistance and advice on financial related matters:

- a. develop and implement an interactive 13-week cash forecasting process separating domestic and foreign operations;
- b. assist with identifying, assessing and potentially implementing procedures to control and conserve working capital;
- c. prepare the necessary financial and operating information for the compilation and analysis of the information necessary for the "Second Day" motions and orders;

- d. establish the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements;
- e. coordinate with the party(ies) responsible for developing the comprehensive strategic communications plans for all key stakeholders;
- f. attend meetings and assist in discussions (either before or after filing) with potential lenders, investors, creditors, committee(s), other parties in interest and/or professionals hired by the same, as requested;
- g. assist in negotiations with creditors, suppliers, lessors and other interested parties as appropriate;
- h. assist with the preparation and confirmation of a value optimizing chapter 11 plan, and/or a sale of certain or substantially all the Company's assets pursuant to section 363 of the Bankruptcy Code; and
- i. assist the Debtors, as appropriate, to prepare for the implementation of Fresh Start Accounting.

These services will complement and not duplicate the services that other retained professionals may perform in these chapter 11 cases.

#### **Terms of Retention**

11. The Debtors will pay FTI fees based upon the time that its staff incurs when performing services and expenses for necessary expenditures made in accordance with the terms and conditions set forth in the Engagement Letter (the "Fee and Expense Structure"). Subject to the Court's approval, the Debtors propose to (a) compensate FTI for the services set forth in the Engagement Letter on an hourly basis in accordance with FTI's ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses that FTI incurs in connection with all services performed on behalf of the Debtors.

12. The current hourly rates for the FTI personnel are within the following ranges:

<b>Billing Category</b>	<b>Hourly Billing Rate</b>
Senior Managing Directors	\$920 to \$1,265
Directors/Senior Directors /Managing Directors	\$605 to \$905
Consultants/Senior Consultants	\$370 to \$660
Administrative/Paraprofessionals	\$150 to \$280

In the normal course of business, FTI may periodically adjust its billing rates. Changes in applicable hourly rates will be noted on the invoices for the first time period in which the revised rates became effective. Additionally, FTI will bill for reasonable and customary out-of-pocket expenses, including certain telephone charges, overnight mail, messenger, travel, meals, accommodations, and other expenses specifically related to the engagement. The Fee and Expense Structure is consistent with and typical of compensation arrangements that FTI and other comparable firms enter into for similar services under similar circumstances. Therefore, the Debtors, upon consideration of the input and guidance of the Debtors' advisors and directors, believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate FTI fairly for its work and to cover fixed and routine overhead expenses.

13. Pursuant to the terms of the Engagement Letter, FTI received an initial retainer payment in the amount of \$250,000 (the "Retainer"), which was regularly utilized and replenished as services were performed. According to FTI's books and records, the Debtors paid FTI \$1,968,374 in the aggregate for professional services performed and expenses incurred, inclusive of retainer replenishments during the 90-day period prior to the Petition Date. The Retainer was estimated to be \$250,000 on the Petition Date after outstanding pre-petition amounts were satisfied. Any portion of the Retainer will be applied to FTI's final fee application and will not be placed in a separate account. As of the Petition Date, no amount remains outstanding with respect to FTI's prepetition invoices issued.

**FTI's Disinterestedness**

14. FTI has informed the Debtors that, except as set forth in the Concannon Declaration, to the best of its knowledge (a) FTI has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the Office of the United States Trustee for the Southern District of Texas or any person employed in the Office of the U.S. Trustee and (b) does not hold any interest adverse to the Debtors' estates. FTI will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new material facts or relationships are discovered or arise, FTI will supplement its disclosure to the Court.

15. The Debtors were also informed that there is no agreement or understanding between FTI and any nonaffiliated person or entity for sharing compensation received or to be received for services that FTI may perform in connection with these chapter 11 cases.

**Indemnification**

16. The Debtors provided FTI with an indemnity as detailed in the Engagement Letter (the "Indemnity"). The Indemnity provides that the Debtors shall indemnify and hold harmless FTI and its any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively "Indemnified Persons"). However, the Indemnity does not include claims arising from such Indemnified Persons' gross negligence or willful misconduct. The Debtors and FTI believe that the Indemnity is customary and reasonable for engagements of this type and should be approved.

**Basis for Relief**

17. The Debtors seek to engage FTI pursuant to the Engagement Letter under under sections 327(a), 328, and 1107 of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the Debtors, subject to the Court's approval, to employ professional persons "that do

not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). A "disinterested person" is defined under section 101(14) of the Bankruptcy Code as a person that is not the following:

- a. a creditor, an equity security holder, or an insider;
- b. a director, officer, or employee of the debtor and was not a director, officer, or employee of the debtor within 2 years before the petition date; and
- c. a person with an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the debtor or for any other reason.

11 U.S.C. § 101(14)(A)–(C).

18. Section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case."

11 U.S.C. § 1107(b). Except to the extent set forth in the Concannon Declaration, FTI (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (b) does not hold or represent an interest adverse to the Debtors' estates, and (c) does not have any connection with the Debtors, their creditors, or any other party in interest.

19. Additionally, section 328(a) of the Bankruptcy Code authorizes the employment of a professional person "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis."

11 U.S.C. § 328(a). The Debtors assert that FTI's fees and related terms are reasonable in light of the terms of FTI's engagements in other restructuring matters of similar size and complexity.

20. The Debtors submit that the retention of FTI is in the best interests of the Debtors and their estates and is a sound exercise of the Debtors' business judgment. FTI is well qualified



and equipped to assist the Debtors. Further, in providing prepetition services to the Debtors, FTI gained experience, expertise, and specifically relevant knowledge regarding the Debtors' business that will assist it in providing effective and efficient services in these chapter 11 cases. Accordingly, the Debtors should be authorized to employ and retain FTI pursuant to the Engagement Letter.

### **Notice**

21. The Debtors will provide notice of this Application to the following parties or their respective counsel, as applicable: (a) the United States Trustee for the Southern District of Texas; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the administrative agent under the Debtors' prepetition priority term loan credit facility and prepetition first lien term loan credit facility, and counsel thereto; (d) the administrative agent under the Debtors' second lien term loan credit facility, and counsel thereto; (e) the accounts receivable facility lender, and counsel thereto; (f) counsel to the ad hoc group of term loan lenders; (g) the United States Attorney's Office for the Southern District of Texas; (h) the Internal Revenue Service; (i) the attorneys general for the states in which the Debtors operate; and (j) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

The Debtors respectfully request that the Court enter the Order, granting the relief requested in this Application and granting such other relief as is appropriate under the circumstances.

Dated: October 1, 2020  
Houston, Texas

/s/ David Kaminsky  
David Kaminsky  
iQor Holdings Inc.  
Chief Financial Officer

**Certificate of Service**

I certify that on October 1, 2020, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

Matthew D. Cavanaugh

**Exhibit A**

**Engagement Letter**



PRIVATE & CONFIDENTIAL

February 21, 2020

David Kaminsky  
Chief Financial Officer  
200 Central Ave  
St. Petersburg, FL 33701

Re: iQor Holdings Inc.

Dear Mr. Kaminsky:

1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, iQor Holdings Inc. (the "Company"), to provide certain financial advisory and consulting services (the "Services") set out below. This letter of engagement (the "Engagement") and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided.

2. **Scope of Services**

The Services, to be performed at your direction, are expected to include the following:

**Development of 13 Week Cash Flow Forecast**

- Develop and implement an interactive 13-week cash forecasting process separating domestic and foreign operations.
- Assist the company with identifying, assessing and potentially implementing procedures to control and conserve working capital.

**Prepare the Company to Meet the Requirements of Filing for Bankruptcy Court Protection**

- The Company has determined it appropriate to prepare a contingency plan addressing the potential that it will need to seek protection under the United States Bankruptcy Code at some point in the future. As part of this contingency preparation FTI has been asked to:
  - Develop a detailed approach to preparing the Company (including subsidiaries and/or affiliates that may be included in the potential filing) for such proceedings in the most cost effective and efficient manner possible; and,
  - Assist the Company in implementing such plan as requested by the Company.
- Prepare the necessary financial and operating information for the:
  - Preparation of bankruptcy petitions and related documents;
  - Preparation of the statements of financial affairs, schedules, monthly operating reports, and other regular reports required in such proceedings;

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- Compilation and analysis of the information necessary for “First Day” and “Second Day” motions and orders; and,
- Establish the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements.
- Coordinate with the party(ies) responsible for developing the comprehensive strategic communications plans for all key stakeholders.

**Prepare the Company to Meet the Requirements of Operating Under Bankruptcy Court Protection**

- Develop framework necessary to administer a comprehensive Chapter 11 claims process.
- Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring, whether implemented through a chapter 11 plan or a section 363 sale.
- Attend meetings and assist in discussions (either before or after filing) with potential lenders, investors, creditors, committee(s), other parties in interest and/or professionals hired by the same, as requested.
- Assist the Company in negotiations with creditors, suppliers, lessors and other interested parties as appropriate.
- Assist with the preparation and confirmation of a value optimizing chapter 11 plan, and/or a sale of certain or substantially all the Company’s assets pursuant to section 363 of the Bankruptcy Code.
- Assist the Company, as appropriate, to prepare for the implementation of Fresh Start Accounting.

**Assist the Company with any other customary services typical for an engagement of this type as may be mutually agreed to by the Company and FTI from time to time.**

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall reasonably determine. FTI may also provide Services through its or its subsidiaries’ agents or independent contractors, as FTI shall reasonably determine; provided that FTI shall remain obligated for the provision of the Services and for any acts or omissions of any Third-Party Contractors or their employees notwithstanding its engagement of any Third-Party Contractors in connection therewith. For the avoidance of doubt, any of FTI’s or its subsidiaries’ agents or independent contractors shall comply in all respects with the Company’s reasonable and ordinary course policies to the extent such policies have been provided in advance to FTI. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed between us.

FTI is engaged by the Company to provide financial advisory and consulting services only. Accordingly, while we may from time to time suggest options which may be available to you and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company, its management and board of directors. FTI and its employees will not make any management decisions for the Company and will not be responsible for communicating information concerning the Company to the public, the Company’s shareholders or others.

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FTI does not make any representations or guarantees that, inter alia, (i) any restructuring proposal or strategic alternative presented to the Company's management or the Board will be more successful than all other possible restructuring proposals or strategic alternatives, (ii) a restructuring proposal or strategic alternative can be formulated for the Company that is appropriate, (iii) restructuring is the best course of action for the Company, or (iv) if expressed, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other stakeholders. Additionally, FTI does not assume any responsibility for the Company's decision to pursue or not pursue any business strategy or to effect, or not to effect, any transaction. FTI shall be responsible for assisting in the implementation of the restructuring proposal or strategic alternative approved by the Board of the Company and only to the extent, and in the manner, authorized and directed by the Board of the Company.

As part of the Services, FTI may be requested to assist the Company (and its legal or other advisors) in negotiating with the Company's creditors and equity holders and with other interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of the Company and its management, not FTI or its employees.

If cases under the Bankruptcy Code are commenced and our retention is approved, our role will include serving as principal bankruptcy financial advisors to the debtors and debtors in possession in those cases under a general retainer, subject to court approval. Our role also will encompass all out-of-court planning and negotiations attendant to these tasks.

The services we will provide in connection with the Engagement will encompass all services normally and reasonably associated with this type of engagement that we are requested and are able to provide and that are consistent with our ethical obligations. With respect to all matters of our Engagement, we will coordinate closely with the Company as to the nature of the services that we will render and the scope of our engagement.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

### 3. Fees and Cash on Account

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

#### United States

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$985 – 1,125
Managing Directors	855 – 905
Directors / Senior Directors	735 – 845
Consultants/Senior Consultants	415 – 660
Administrative / Paraprofessionals	150 – 280

Hourly rates are generally revised periodically. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard

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hourly rates applicable on International engagements. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable direct expenses which are incurred on your behalf during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable direct expenses (including counsel fees) with respect thereto.

#### **Cash on Account**

Initially, the Company will forward to us the amount of \$250,000, which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than twice per month) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an estimated or summary invoice may be provided, with time and expense details to follow thereafter. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree), without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that FTI has earned and is entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request



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of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by us, the Company will request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

In preparation for the filing of any cases under the Bankruptcy Code, we also may request an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the "Additional Cash on Account"). We will hold the Additional Cash on Account, as we have the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

If any of the Company's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as on account cash to be applied to our final invoice in any case under the Bankruptcy Code.

Post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the court. The Company understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account (as may be supplemented from time to time) and the Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

#### 4. **Terms and Conditions**

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

iQor Holdings Inc.  
February 21, 2020

5. **Conflicts of Interest**

Based on the list of interested parties (the "Potentially Interested Parties"), provided by you, we have undertaken a limited review of our records to determine FTI's professional relationships with the Company. As you may be aware, FTI is regularly retained by the administrative agent and/or other members of your lending group (or law firms retained by the administrative agent or lending group members). However, such representations are in matters unrelated to this engagement.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.

6. **Acknowledgement and Acceptance**

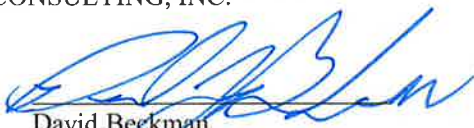
Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact David Beckman at 720-635-8113.

Yours faithfully,

FTI CONSULTING, INC.

By:

  
David Beckman  
Senior Managing Director

Attachment – As stated

iQor Holdings Inc.  
February 21, 2020

Confirmation of Terms of Engagement

**We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.**

iQor Holdings Inc.

By:

  
\_\_\_\_\_  
David Kaminsky  
Chief Financial Officer

Date: 02/21/20

**FTI CONSULTING, INC.**

**STANDARD TERMS AND CONDITIONS**

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with iQor Holdings Inc. dated February 21, 2020. The Engagement letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

**1. Reports and Advice**

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

**2. Information and Assistance**

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon your providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

### 3. Additional Services

- 3.1 **Responsibility for other parties** – You shall be solely responsible for the work and fees of any other party engaged by you to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you, other than our agents or independent contractors engaged to provide Services, without your written authorization.

### 4. Confidentiality

- 4.1 **Restrictions on confidential information** – All parties to this Engagement Contract agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, neither party will disclose the other party's confidential information to any third party without the other party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
  - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
  - 4.1.3 is or has been independently developed by the recipient.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.
- 4.6 If this Engagement involves the processing of personal data as governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the terms of the Data Protection Schedule attached hereto as Schedule A shall apply to this Engagement and it shall form an integral part of this Engagement Contract. In the event of a conflict between the terms of this Engagement Contract and the terms of Schedule A, the terms of Schedule A shall prevail in relation to the processing of such personal data. If such personal data is processed in connection with this Engagement, the Company shall notify FTI in writing before any personal data is disclosed to FTI.

**5. Termination**

- 5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. You will be responsible for all fees and expenses incurred by us through the date termination notice is received.
- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

**6. Indemnification, Liability Limitation, and Other Matters**

- 6.1 **Indemnification** - The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.
- 6.2 **Limitation of liability** - You agree that no Indemnified Person shall be liable to you, or your successors, affiliates or assigns for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

**7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL**

- 7.1 **Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction** - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

FTI CONSULTING, INC

**Confirmation of Standard Terms and Conditions**

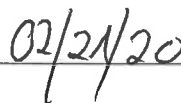
We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

iQor Holdings Inc.

By:

  
\_\_\_\_\_  
David Kaminsky  
Chief Financial Officer

Date:

  
\_\_\_\_\_



## SCHEDULE A

### FTI CONSULTING DATA PROTECTION SCHEDULE

This Data Protection Schedule ("**Schedule**") forms part of the contract for services to which it is an attachment (the "**Contract**") between the client party identified in the Contract (the "**Client**") and the relevant FTI Consulting group entity identified in the Contract ("**FTI**").

#### 1. Definitions

1.1 In this Schedule, unless otherwise defined herein, all defined terms shall have the meaning set out in the Contract.

1.2 In this Schedule, the following terms shall have the meanings set out below:

1.2.1 "Data Protection Laws" means applicable legislation protecting the personal data of natural persons and governing the processing of that data, including in particular the GDPR and any national legislation which supplements the GDPR, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

1.2.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679;

1.2.3 "Personal Data", "Process", "Controller", "Processor", "Data Subject", "Supervisory Authority" and "Personal Data Breach" shall have the meanings given to them in the Data Protection Laws; and

1.2.4 "Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to controllers established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2004)5721, as updated, amended, replaced or superseded from time to time by the European Commission

#### 2. Controller Terms

2.1 FTI and the Client will each act as separate and individual Controllers in relation to any Personal Data (including, without limitation, Personal Data relating to any of the Client's workers, FTI's workers, any litigation or arbitration opponent or customer or vendor or transaction partner) Processed by the Client or FTI to deliver the services set out under the Contract.

2.2 FTI and the Client will each comply with its own respective obligations under the Data Protection Laws in relation to their Processing of Personal Data under the Contract. In particular, the Client will ensure that any disclosures of Personal Data to FTI are lawful, and, in each case where necessary under the Data Protection Laws, the Client has notified and secured the consent of the relevant Data Subjects.

2.3 FTI may appoint Processors as required to deliver the services, who will process the Personal Data on FTI's behalf and at FTI's direction. Further, FTI may disclose Personal Data to other Controllers where necessary to deliver the services (including, but without limitation, law firms, accountants, other third party experts and any member of the FTI Group), or pursuant to a legally binding written request, an



order or request of a court of competent jurisdiction or any governmental or regulatory authority or where disclosure is required by applicable law or regulation.

- 2.4 The Client acknowledges and agrees that FTI is located outside of the European Economic Area, and that certain Processors or Controllers engaged by FTI under paragraph 2.3 may also be located outside of the European Economic Area. In respect of onward transfers by FTI to other Controllers or Processors, FTI will take steps in accordance with the Data Protection Laws to ensure an adequate level of protection for the Personal Data Processed by such Processors or Controllers. In particular, the Client acknowledges that FTI may transfer Personal Data to FTI Consulting, Inc. in reliance upon its certification under the EU - US Privacy Shield scheme.
- 2.5 The Client acknowledges that FTI's email records are replicated onto a Microsoft 365 Cloud system in the United States of America and the Client hereby consents that any Personal Data that is provided to FTI by email will be replicated accordingly. To the extent that the Client wishes to transmit certain information or data to FTI and the Client objects to that data being replicated in accordance with this paragraph, the Client will use a communication or transmission method other than e-mail or will use an alternative e-mail system.

**Exhibit B**

**Concannon Declaration**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
IQOR HOLDINGS INC., <i>et al.</i> , <sup>1</sup>	§	Case No. 20-34500 (DRJ)
	§	
Debtors.	§	(Jointly Administered)
	§	

**DECLARATION OF JOSEPH CONCANNON IN SUPPORT OF  
THE DEBTORS' APPLICATION FOR AUTHORITY TO  
EMPLOY AND RETAIN FTI CONSULTING, INC.  
AS FINANCIAL ADVISOR TO THE DEBTORS  
AND DEBTORS IN POSSESSION EFFECTIVE AS OF SEPTEMBER 10, 2020**

Pursuant to 28 U.S.C. § 1746, I, Joseph Concannon, hereby declare as follows:

1. I am a Senior Managing Director at FTI Consulting, Inc. ("FTI"), a leading global financial advisory firm with 82 offices worldwide and over 5,700 employees.
  2. I submit this declaration (the "Concannon Declaration") in support of the *Debtors' Application for Authority to Employ and Retain FTI Consulting, Inc. as Financial Advisor to the Debtors and Debtors in Possession Effective as of September 10, 2020* (the "Application").<sup>2</sup>
- Except as otherwise noted, I have personal knowledge of the matters set forth herein and if called as a witness, would testify competently thereto.

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<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://omniagentsolutions.com/iqor>. The location of the Debtors' service address is: 200 Central Avenue, 7th Floor, St. Petersburg, Florida 33701.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

3. If any information disclosed herein requires amendment or modification upon my completion of further review or as additional information becomes available to me, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

#### **FTI's Qualifications**

4. FTI is comprised of a worldwide network of 5,700 employees in 27 countries on six continents and has a wealth of experience providing financial advisory services in restructurings and reorganizations. It enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States and is well qualified to advise the Debtors during these chapter 11 cases. FTI's personnel have assisted and advised and provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases, including those of similar size and complexity to these chapter 11 cases. They have also worked in numerous chapter 11 cases across various jurisdictions, including the following recent cases: *In re Ultra Petroleum Corp.* No. 20-32631 (MI) (Bankr. S.D. Tex. 2020); *In re Frontier Commc'ns. Corp.* No. 20-22476 (RDD) (Bankr. S.D. N.Y. 2020); *In re Specialty Retail Shops Holding Corp.*, No. 19-80064 (TLS) (Bankr. D. Neb. 2019); *In re GCX Limited*, Case No. 19-12031 (CSS) (Bankr. D. Del. 2019); *In re EXCO Resources, Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. 2018); *In re iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. 2018); *In re Zohar III, Corp.*, No. 18-10512 (KBO) (Bankr. D. Del. 2018); *In re Open Road Films, LLC*, No. 18-12012 (LSS) (Bankr. D. Del. 2018); *In re Toys "R" Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. 2017); *In re Pacific Sunwear of California, Inc.*, No. 16-10882 (LSS) (Bankr. D. Del. 2016); *In re American Apparel, Inc.*, No. 15-12055 (BLS) (Bankr. D. Del. 2015); *In re City Sports, Inc.*, No. 15-12054 (KG) (Bankr. D. Del. 2015); and *In re Quiksilver, Inc.*, No. 15-11880 (BLS) (Bankr. D. Del. 2015).

5. Since February of 2020, FTI has been working closely with the Debtors' management and professionals in the capacity of financial advisor. FTI has since become familiar with the Debtors, their operations, their financial condition and other matters that may be relevant to the chapter 11 cases. It has worked closely with the Debtors' management and professionals to understand the Debtors' businesses, prepare cash flow projections, and coordinate the necessary professional services and other vital aspects of preparing for these chapter 11 cases. Given all of the foregoing, I and the other personnel of FTI are well qualified and able to advise the Debtors in a cost-effective and efficient manner.

#### **FTI's Disinterestedness**

6. In connection with the employment proposed in the Application, FTI undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, FTI obtained from the Debtors or their representatives the names of individuals and entities that may be parties-in-interest in these chapter 11 cases (the "Potential Parties-in-Interest") and such parties are listed on **Schedule 1** annexed hereto. FTI has researched its electronic client files and records to determine its connections with the Potential Parties-in-Interest. As far as I have been able to ascertain through these efforts, to the extent that FTI has been recently retained to represent any of the other Potential Parties-in-Interest (or their apparent affiliates, as the case may be), such parties are listed on **Schedule 2** annexed hereto. FTI's concluded or current represents each entity listed on **Schedule 2** (or its apparent affiliate, as the case may be), however, these representations were or are only on matters that are unrelated to the Debtors and these chapter 11 cases, except as discussed herein.

7. Prior to the Petition Date, FTI's Corporate Finance & Restructuring business segment was engaged by a financial institution to perform annual securitization reviews relating to a lending transaction with iQor, Inc. (the "FTI Securitization Review Engagements"). The engagements are complete. Other than the FTI Securitization Review Engagements, and the engagements listed on **Schedule 2** or discussed herein, I am unaware of any other current or recently concluded engagements of FTI by the Potential Parties-in-Interest.

8. FTI is a global business advisory firm. As can be expected with respect to any international professional services firm such as FTI, FTI provides a wide range of services to many clients, which may include one or more entities with interests in these chapter 11 cases. Given the size of FTI and the breadth of its client base, it is possible that FTI may now or in the future be retained by one or more of the Potential Parties-in-Interest in unrelated matters. FTI will continue to analyze any additional Potential Parties-in-Interest that become involved in these proceedings and it will promptly supplement this disclosure to the Court for any representations for additional Potential Parties-in-Interest.

9. Also, in addition to the parties listed on **Schedule 2**, FTI may represent or may have represented affiliates of Potential Parties-in-Interest and FTI may have worked with, continue to work with, and/or have mutual clients with certain accounting and law firms who appear on the Potential Parties-in-Interest list. FTI may also represent or may have represented in the past committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include or included entities that appear on the Potential Parties-in-Interest list. Other than as disclosed herein, FTI has no relationship with the Debtors of which I am aware after due inquiry.

10. Due to the commercially sensitive and confidential nature of the Debtors' relationships with their significant customers, it is imperative that the identities of these parties remain confidential. The Debtors will disclose to the U.S. Trustee the identities of their significant customers and FTI's connections to such significant customers (including whether such parties are current clients on wholly unrelated matters), and the Debtors believe such disclosure is sufficient and reasonable under the circumstances and at this time. However, should the Court request disclosure of the identities of these significant customers, the Debtors are prepared to file with the Court under seal a version of the Concannon Declaration that contains a schedule of the significant customers and FTI's connections to such significant customers. For the avoidance of doubt, FTI will not represent any of the significant customers in connection with any matter in these chapter 11 cases.

#### **Services and Compensation**

11. FTI has provided and agrees to continue to provide services to the Debtors in accordance with the terms and conditions set forth in the Application and Engagement Letter which is attached to the Application as **Exhibit A**. Accordingly, I make this declaration in support of an order authorizing and approving the Engagement Letter.

12. It is the intention of FTI to seek compensation as set forth in the proposed order approving the Application and the Engagement Agreement and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any applicable rules and orders of the Court.

13. FTI charges its clients for reasonably incurred, out-of-pocket expenses associated with an assignment. Except as necessary to comply with an applicable order of the Court, all such expense billings are in accordance with FTI's customary practices.

14. According to FTI's books and records, during the 90-day period prior to the Debtors' Petition Date, FTI received \$1,968,374 from the Debtors for professional services

performed and expenses incurred. Further, FTI's current estimate is that it has received unapplied advance payments from the Debtors in excess of pre-petition billings in the amount of \$250,000. The Debtors and FTI have agreed that any portion of the advance payments not used to compensate FTI for its prepetition services and expenses will be held and applied against its final postpetition billing and will not be placed in a separate account. If this amount exceeds FTI's fees, charges, and disbursements upon the completion of the engagement, FTI will refund any unused portion.

15. To the best of my knowledge, the compensation arrangement provided in the Engagement Letter is consistent with and typical of arrangements that FTI and other firms rendering similar services enter into with clients such as the Debtor. To the best of my knowledge, there is no agreement or understanding between FTI and any nonaffiliated person or entity for sharing compensation received or to be received for services that FTI personnel may perform in connection with these chapter 11 cases.

16. Based upon the foregoing, I believe FTI is "disinterested" as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest materially adverse to the Debtors or their estate.



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: October 1, 2020

/s/ Joseph Concannon

Joseph Concannon  
Senior Managing Director  
FTI Consulting, Inc.

**Schedule 1**

**Potential Parties-in-Interest**

**Debtors and Debtor Affiliates**

Allied Interstate LLC	Telmar Allied LLC
CCT Group Ltd.	Telmar Holdings I Inc.
Collectech Systems LLC	THC Holdings Inc.
Cyber City Teleservices (Phils.) Inc.	
Cyber City Teleservices Ltd.	
Cyber City Teleservices Marketing Inc.	
eSolutionNow LLC	
First Contact LLC	
Interactive Response Technologies LLC	
iQor Canada Ltd.	
iQor Global Services de Mexico SA de CV	
iQor Global Services LLC	
iQor Holdings Inc.	
iQor Holdings US LLC	
iQor I LLC	
iQor India Services Private Ltd.	
iQor MPC LLC	
iQor Netherlands CV	
iQor of Texas LP	
iQor Panama Inc.	
iQor Philippines Inc.	
iQor Polska Sp. zoo	
iQor Receivables SPE 2 LLC	
iQor Receivables SPE LLC	
iQor Seller Services LLC	
iQor Technologies Inc.	
iQor Texas Holdings LLC	
iQor Trinidad Ltd.	
iQor US Inc.	
IRMC Mauritius Ltd.	
Receivable Management Services - Recovery Division LLC	
Receivable Management Services (HK) Ltd. (Hong Kong)	
Receivable Management Services de Mexico S de RL de CV	
Receivable Management Services International LLC	
Receivable Management Services LLC, The	
RMS Canada Holding Corp.	
RMS Collect Phils. Inc.	
Servicios de Corbanza Integral S de RL de CV	
TechFive LLC	

**Current Directors & Officers**

Benson, Greg  
Crittenden, Gary  
Frizzley, Jill  
Kaminsky, David  
Krin, Vladimir  
Kucera, Thomas  
Lee, Jordan  
Lehtio, Martin  
Praznik, Gary  
Rosenfield, Runa  
Smith, Ivona  
White, Neil

**Former Directors & Officers**

Argiropoulos, Mason  
Bradley, James  
Figueroa, Orlando  
Goldfarb, Neil  
Grant, Barry  
Greer, Scott  
Hanlon, Gregory  
Khanna, Robert  
Krishnan, Svetlana  
Liebel, Hartmut  
Long, Connie  
Moochhala, Murtaza  
Perrino, Celeste  
Pester, David  
Schuitt, Stephanie  
Strazzeri, Joseph  
Swedberg, Jeffrey  
Sykora, Peter  
Vogt, James

**Equity Holders**

Antares Capital 4 LP  
Bach II Tech II LP  
Bach II Tech LP  
Huntsman Gay Capital Partners Fund  
iQor Sponsor Holdings LLC  
Jabil Inc.  
Liebel, Hartmut  
Merritt, Norman  
Starr International Cayman Inc.

**Administrative Agents**

Alter Domus Management Co. SA  
Credit Suisse AG  
Wells Fargo & Co.  
Wilmington Savings Fund Society FSB

**Bankruptcy Judges**

Bohm, Jeff  
Isgur, Marvin  
Jones, David R.  
Norman, Jeffrey P.  
Rodriguez, Eduardo V.



**Confidential Significant Customers**

[CONFIDENTIAL]

**Creditor Professionals**

Focus Management Group  
Gibson Dunn & Crutcher LLP  
Greenberg Traurig LLP  
Greenhill & Co. Inc.  
Willkie Farr & Gallagher LLP  
Wilmer Cutler Pickering Hale & Dorr LLP

**Debtor Professionals**

Evercore Inc.  
Kirkland & Ellis LLP  
Jackson Walker LLP  
OMNI Management Group LLC

**Insurance - Surety Bonds**

ACE American Insurance Co.  
Allied World Specialty Insurance Co.  
Argonaut Insurance Co.  
Atlantic Specialty Insurance Co.  
Axis Insurance Co.  
Barbican Managing Agency Ltd.  
Beazley Insurance Co. Inc.  
Canopus Managing Agents Ltd.  
Endurance Assurance Corp.  
Hiscox Insurance Co. Inc.  
Hiscox Syndicates Ltd.  
Hudson Insurance Co.  
Lloyd's America Inc.  
National Union Fire Insurance Co. of Pittsburgh, PA  
RLI Insurance Co.  
Sentry Insurance  
Starr Indemnity & Liability Co. Inc.  
Tarian Underwriting Ltd.  
Travelers Insurance Co.  
XL Insurance America Inc.  
Zurich American Insurance Co.

**Landlords**

1000 Corp.  
1719 Route 10 LLC  
AFS 1122 ALMA Ltd.  
AG-AW North Tempe Owner LLC  
Big-Sky Commercial Property Investments LLC  
Blomquist Properties  
Carolina Capital Partners LLC  
Cleveland Properties LLC  
Direct Invest - Riverbend Executive Park 1 LLC  
Direct Invest - Riverbend Executive Park 2 LLC  
Direct Invest - Riverbend Executive Park 3 LLC  
Direct Invest - Riverbend Executive Park LLC  
DQ Associates LLC  
Duke Management Services Inc.  
Fourteen Re Priatek LLC  
Global Real Estate Management LLC  
Hamilton ADA LLC  
Jet 55 Property Owner LLC  
JMCR Legacy LLC  
Maple Group LLC, The  
Midtown Central Square LLC  
NACOT I LLC  
NCC - Cabana LLC  
NCC - Madison LLC  
NCC - Parkside LLC  
Plymouth Southpark LLC  
Pueblo, City of (CO)  
RCS - Naperville LLC  
Regus Management Group LLC  
Richfield Commons LLC  
Sarasota Ellis Associates LLC  
Scott Unlimited LLC  
Sunbeam Properties Inc.  
Triple Net Investments XXII LP  
Tucson Centre East LLC  
Twenty-Fifth Avenue LLC

## Lenders

Alpine Funding LLC	Carlyle Global Market Strategies CLO
Arch Investment Holdings IV Ltd.	2015-2 Ltd.
Axis Specialty Ltd.	Carlyle Global Market Strategies CLO
BayCity Alternative Invest Funds SICAV	2015-3 Ltd.
SIF - BayCity US Senior Loan Fund	Carlyle Global Market Strategies CLO
BayCity Long Short Credit Master Fund	2015-4 Ltd.
BayCity Senior Loan Fund LP	Carlyle Global Market Strategies CLO
Black Diamond CLO 2013 1 Ltd.	2015-5 Ltd.
Black Diamond CLO 2014 1 Ltd.	Carlyle Global Market Strategies CLO
Black Diamond CLO 2015 1 Designated	2016-1 Ltd.
Activity Co.	Carlyle Global Market Strategies CLO
Black Diamond CLO 2016 1 Ltd.	2016-2 Ltd.
Black Diamond CLO 2017 1 Ltd.	Carlyle Global Market Strategies CLO
Black Diamond CLO 2017 2 Designated	2016-3 Ltd.
Activity Co.	Carlyle GMS Opportunistic Credit Fund (M-
California Street CLO IX LP	2015) LP
California Street CLO V Ltd.	Carlyle US CLO 2016-4 Ltd.
California Street CLO XII Ltd.	Carlyle US CLO 2017-1 Ltd.
Cardinal Fund LP	Carlyle US CLO 2017-2 Ltd.
Carlyle C17 Ltd.	Carlyle US CLO 2017-3 Ltd.
Carlyle Global Market Strategies CLO	Carlyle US CLO 2017-4 Ltd.
2012-3 Ltd.	Carlyle US CLO 2017-5 Ltd.
Carlyle Global Market Strategies CLO	Carlyle US CLO 2018-1 Ltd.
2012-4 Ltd.	Carlyle US CLO 2018-2 Ltd.
Carlyle Global Market Strategies CLO	Carlyle US CLO 2018-3 Ltd.
2013-1 Ltd.	CIF Income Partners A LLC
Carlyle Global Market Strategies CLO	Citibank NA
2013-2 Ltd.	Connecticut, State of
Carlyle Global Market Strategies CLO	Continental Casualty Co.
2013-3 Ltd.	Credit Suisse Loan Funding LLC
Carlyle Global Market Strategies CLO	Credit Value Master Fund 2016 Subsidiary
2013-4 Ltd.	Ltd.
Carlyle Global Market Strategies CLO	Credit Value Master Fund V Subsidiary Ltd.
2014-1 Ltd.	Credit Value Ontario Fund V Subsidiary LP
Carlyle Global Market Strategies CLO	CVC CP Special Situations 2018 SCSP
2014-2-R Ltd.	CVC Credit Partners Global Special
Carlyle Global Market Strategies CLO	Situations Fund II US SPV LP
2014-3-R Ltd.	CVC Global Credit Opportunities Master
Carlyle Global Market Strategies CLO	Fund LP
2014-4 Ltd.	Deutsche Bank AG, New York
Carlyle Global Market Strategies CLO	Diameter Master Fund LP
2014-5 Ltd.	Elevation CLO 2014-2 Ltd.
Carlyle Global Market Strategies CLO	Elevation CLO 2015 4 Ltd.
2015-1 Ltd.	Ellington CLO I Ltd.

Ellington CLO II Ltd.	Mackenzie Core Plus Global Fixed Income
Ellington CLO III Ltd.	ETF
Ellington CLO IV Ltd.	Mackenzie Cundill Canadian Balanced Fund
Ellington CLO V Ltd.	Mackenzie Diversified Alternatives Fund
Empyrean Investments LLC	Mackenzie Floating Rate Income ETF
Flagship CLO VIII Ltd.	Mackenzie Floating Rate Income Fund
Flagship VII Ltd.	Mackenzie Investment Grade Floating Rate
Florida Power & Light Co. Qualified	Fund
Decommissioning Trusts for Turkey	Mackenzie Ivy Canadian Balanced Fund
Point & St. Lucie Nuclear Plants	Mackenzie Ivy Global Balanced Fund
Gallatin CLO VIII 2017 1 Ltd.	Mackenzie North American Corporate Bond
Goldman Sachs Trust II Goldman Sachs	Fund
Multi Manager Non Core Fixed Income	Mackenzie Strategic Income Fund
Fund	Mackenzie Unconstrained Bond ETF
Great West Life Growth & Income Fund	Mackenzie Unconstrained Fixed Income
Great West Life Income Fund	Fund
HarbourView CLO VII R Ltd.	Mackenzie USD Global Strategic Income
HPS Mauna Kea Fund LP	Fund
Hudson Post Credit Opportunities	Mackenzie USD Ultra Short Duration
Aggregator (2019-3) LLC	Income Fund
IG Mackenzie Canadian Corporate Bond	Magnetite VII Ltd.
Fund	Magnetite VIII Ltd.
IG Mackenzie Floating Rate Income Fund	Magnetite XII Ltd.
IG Mackenzie Mortgage & Short Term	Magnetite XIV R Ltd.
Income Fund	Magnetite XIX Ltd.
IG Mackenzie Mutual of Canada	Magnetite XV Ltd.
IG Mackenzie Strategic Income Fund	Magnetite XVI Ltd.
Institutional Credit Fund Subsidiary LP	Magnetite XVII Ltd.
Invesco Oppenheimer Master Loan Fund	Magnetite XVIII Ltd.
Invesco Oppenheimer Senior Floating Rate	Magnetite XX Ltd.
Fund	Manulife Sentinel Income 33 Fund UT
Invesco Oppenheimer Senior Floating Rate	Mariner Atlantic Multi-Strategy Master
Plus Fund	Fund Ltd.
Invesco Senior Secured Management Inc.	Mariner Glen Oaks Master Fund LP
Jefferies Leveraged Credit Products	Medtronic Holding Switzerland GmbH 1
London Life Growth & Income Fund	Melody Special Opportunities Master Fund
Loomis Sayles Bond Fund	LP
Loomis Sayles CLO II Ltd.	Menard Inc.
Loomis Sayles Institutional High Income	MidOcean Credit CLO I
Loomis Sayles Senior Floating Rate & Fixed	MidOcean Credit CLO II
Income Fund	MidOcean Credit CLO IV
Loomis Sayles Strategic Income Fund	MidOcean Credit CLO V
Mackenzie Canadian All Cap Balanced	MidOcean Credit CLO VII
Fund	MidOcean Credit Opportunity IDF I LP
Mackenzie Canadian Growth Balanced Fund	MidOcean Partners LLP
	Midtown Acquisitions LP

Morgan Stanley Senior Funding Inc.	Steele Creek CLO 2015 1 Ltd.
Mountain View CLO 2013 1 Ltd.	Steele Creek CLO 2016 1 Ltd.
Mountain View CLO 2014 1 Ltd.	Steele Creek CLO 2017 1 Ltd.
Mountain View CLO 2016 1 Ltd.	Steele Creek CLO 2018 1 Ltd.
Mountain View CLO 2017 1 Ltd.	Steele Creek CLO 2019 2 Ltd.
Mountain View CLO 2017 2 Ltd.	Strata CLO I Ltd.
Mountain View CLO IX Ltd.	Strata CLO II Ltd.
Mountain View CLO X Ltd.	Symmetry Canadian Bond Fund
Municipal Employee Annuity Benefit Fund of Chicago	Symphony CLO XIV Ltd.
New Mexico, State of, Investment Council 1	Symphony CLO XV Ltd.
NN (L) Flex - Senior Loans	Symphony CLO XVII Ltd.
Nut Tree Master Fund LP	TCI-Symphony CLO 2017-1 Ltd.
Nuveen Credit Opportunities 2022 Target Term Fund	UBS AG, Stamford Branch
Nuveen Floating Rate Income Fund	Vector Capital Credit Opportunity Fund LP
Nuveen Floating Rate Income Opportunity Fund	Voya CLO 2012-4 Ltd.
Nuveen Senior Income Fund	Voya CLO 2013-1 Ltd.
Nuveen Short Duration Credit Opportunities Fund	Voya CLO 2013-2 Ltd.
Nuveen Symphony Credit Opportunities Fund	Voya CLO 2013-3 Ltd.
Nuveen Symphony Floating Rate Income Fund	Voya CLO 2014-1 Ltd.
OCPC Credit Facility SPV LLC	Voya CLO 2014-2 Ltd.
Pensiondanmark	Voya CLO 2014-3 Ltd.
Pensionsforsikringsaktieselskab-1	Voya CLO 2014-4 Ltd.
Principal Diversified Real Asset CIT	Voya CLO 2015-1 Ltd.
Principal Funds Inc. - Diversified Real Asset Fund	Voya CLO 2015-2 Ltd.
Regatta II Funding LP	Voya CLO 2015-3 Ltd.
Regatta XIII Funding Ltd.	Voya CLO 2016-1 Ltd.
Regatta XIV Funding Ltd.	Voya CLO 2016-2 Ltd.
Regatta XV Funding Ltd.	Voya CLO 2016-3 Ltd.
Ripple Industries LLC	Voya CLO 2016-4 Ltd.
Schlumberger Group Trust Agreement	Voya CLO 2017-1 Ltd.
SCOF-2 Ltd.	Voya CLO 2017-2 Ltd.
Seix Multi Sector Absolute Return	Voya CLO 2017-3 Ltd.
Sierra Income Corp.	Voya CLO 2017-4 Ltd.
Sierra Total Return Fund	Voya CLO 2018-1 Ltd.
SPCP Access Holdings LLC	Voya CLO 2018-2 Ltd.
SPCP Group LLC	Voya Floating Rate Fund
SPCP Institutional Group LLC	Voya Investment Management LLC
Staniford Street CLO Ltd.	Voya Investment Trust Co. - Senior Loan Common Trust Fund
Steele Creek CLO 2014 1R Ltd.	Voya Investment Trust Co. - Voya Senior Loan Trust Fund
	Voya Prime Rate Trust
	Voya Senior Income Fund
	Watford Asset Trust I
	Wells Fargo & Co.
	Zalico VL Series Account 2



**Litigation**

Alber, Cathie  
Auletta, Regina  
Barshay Sanders PLLC  
Bryan, Amy  
Carlson, Virginia Marie  
Charles, Jessica Trina  
Cornelison, Jeffrey  
DePasquale, John  
Durm, Belinda  
Encarnado, Doris  
Featherstone, Jammie  
Ferro, Anthony  
Finn, Keith  
Haggar, Marion I.  
Hagwood-EL, Mechonna  
Hersh, Lawrence C.  
Hesketh, Christopher  
Hughes Ellzey LLP  
Ivy Technology  
Johnson, Jeremiah  
Kim Law Firm LLC, The  
Kimmel & Silverman PC  
Kozolchyk, Elliott  
Law Office of Christopher Thompson  
Lemberg Law LLC  
Lieberman, Adam  
Macius, Sandy  
Marcus & Zelman LLP  
Mathis, Aryan  
Meier LLC  
Meier, Richard J.  
Mercadel, Jacqueline  
Mitchell L. Pashkin  
Nesmith, Richardine  
Newger, Jeremy  
Nightingale, Robert  
Nonprofit Legal Services of Utah  
Rottenberg, Esther  
Sager, Amanda  
Schafer, Lisa J.  
Spitz Law Firm LLC, The  
Staple Street Capital LLC  
Stein Saks PLLC  
Sulaiman Law Group Ltd.

Toogood, Kennetra  
Vasquez, Yolanda  
Wajda Law Group APC  
Warner Law Firm LLC  
Williams-Hopkins, Rosa  
Zeig Law Firm LLC

**Ordinary Course Professionals**

Ernst & Young LLP  
PricewaterhouseCoopers LLP

**Significant Competitors**

Accenture plc  
Advanced Call Center Technologies LLC  
Aegis Ltd.  
Alorica Inc.  
Arise Virtual Solutions Inc.  
Celestica Inc.  
Clover Wireless LLC  
Communications Test Design Inc.  
Concentrix  
Flextronics Corp.  
Genpact Ltd.  
Ibex Ltd.  
Ivy Technology  
QUALCOMM Inc.  
Sanmina Corp.  
Sitel Corp.  
StarTek Inc.  
Sutherland Global Services Inc.  
Sykes Enterprises Inc.  
Teleperformance SE  
TELUS Corp.  
TRC The Results Co. GmbH  
TTEC Services Corp.  
VXI Global Solutions LLC  
Wipro Ltd.

**Significant Vendors**

ADP LLC	Renkim Corp.
Aetna Inc.	Ryan Tax Compliance Services LLC
Air Express International Inc.	SAP America Inc.
Allied Universal Security Services	Service Express Inc.
Ameri & Partners Inc.	Sparta Consulting Inc.
American Express	Stealth Partner Group
American One Source Inc.	Successfactors Inc.
Arris Solutions Inc.	Teleopti AB
Beyond Advantage LLC	Trueblue Services Inc.
BIXOLON America Inc.	Tru-Tronics International
Blue Hill Data Services	United Parcel Service Inc.
Certified Research Co. Inc.	UPS
Cologix Inc.	UPS Supply Chain Solutions
Computer Design & Integration LLC	VeriFacts Inc.
Dell Financial Services LLC	Wardynski & Partners
Delta Logistics USA Corp.	
Diversified Data & Communications Inc.	
Doherty Staffing Solutions Inc.	
Equinix Inc.	
Express Employment Professionals Inc.	
Eychner, Richard Allen	
First Advantage Background Services Corp.	
Foxlink International Inc.	
Hewlett-Packard Financial Services Co.	
Hon Hai Precision Industry Co. Ltd.	
Jackson Lewis LLP	
Katten Muchin Rosenman LLP	
KGP Telecommunications LLC	
KUBRA Data Transfer USA	
Labelmaster Services Inc.	
Landsberg	
Landsberg Orora	
Manyser LLC	
Memphis Light Gas & Water Division	
MKW Global Sourcing Inc.	
NTT Data Inc.	
Optum Bank Inc.	
Pallet Alliance Inc., The	
Peck Products Online Inc.	
Picore International Inc.	
PLDT Inc.	
PT Samsung Electronics Indonesia	
PTC Inc.	
R.R. Donnelley & Sons Co.	

### **Taxing Authorities**

Alabama, State of, Department of Revenue  
 Alaska, State of, Secretary of State  
 Altoona Area School District (PA), Tax Office  
 Arizona, State of, Department of Revenue  
 Arkansas State of, Secretary of State  
 Arkansas, State of, Board of Collections  
 Bethlehem Area School District (PA), Tax Office  
 Bethlehem, City of (PA), Bureau of Financial Services  
 Broward, County of (FL), Property Appraiser  
 Buffalo, City of (NY)  
 California, State of, Business, Consumer Services & Housing Agency, Consumer Affairs Bureau  
 California, State of, Certificate of Authority  
 California, State of, Department of Insurance  
 California, State of, Department of Tax & Fee Administration  
 California, State of, Government Operations Agency, Franchise Tax Board  
 California, State of, Secretary of State  
 Chicago, City of (IL)  
 Chicago, City of (IL), Department of Business Affairs  
 Colorado, State of, Secretary of State  
 Connecticut, State of, Department of Revenue  
 Connecticut, State of, Secretary of State  
 Dallas Central Appraisal District  
 Delaware, State of, Department of Insurance  
 Delaware, State of, Department of State, Division of Corp.s  
 Delaware, State of, Division of Revenue  
 Delaware, State of, Secretary of State  
 East Hartford, Town of (CT), Assessor  
 Fieldprint Inc.  
 Florida, State of, Department of Revenue  
 Florida, State of, Office of Financial Regulation  
 Florida, State of, Secretary of State

Fulton, County of (GA), Assessor  
 Georgia, State of, Department of Revenue  
 Georgia, State of, Secretary of State  
 Guam, Government of, Department of Revenue & Taxation  
 Hawaii, State of, Department of Commerce and Consumer Affairs  
 Hawaii, State of, Department of Taxation  
 Idaho, State of, Department of Finance  
 Idaho, State of, Department of Revenue  
 IdentiGO Gmbh  
 Illinois, State of, Department of Revenue  
 Illinois, State of, Secretary of State  
 Indiana, State of, Secretary of State  
 Iowa, State of, Secretary of State  
 Kansas, State of, Secretary of State  
 Kentucky, Commonwealth of, Board of Pharmacy  
 Kentucky, Commonwealth of, Department of Revenue  
 Kentucky, Commonwealth of, Secretary of State  
 Klamath, County of (OR), Assessor  
 Lauderdale, County of (AL), Assessor  
 Lee, County of (IL), Assessor  
 Louisiana, State of, Department of Revenue  
 Louisiana, State of, Secretary of State  
 Maine, State of, Secretary of State  
 Maricopa, County of (AZ), Assessor  
 Maryland, State of, Comptroller  
 Maryland, State of, Department of Assessments  
 Maryland, State of, Department of Revenue  
 Massachusetts, Commonwealth of  
 Massachusetts, Commonwealth of, Department of Revenue  
 Massachusetts, Commonwealth of, Secretary of State  
 Massachusetts, Commonwealth, Secretary of Commonwealth  
 Mecklenburg, County of (NC), Assessor's Office  
 Memphis, City of (TN), Business Tax  
 Meridian, City of (ID)

Michigan, State of, Department of Licensing  
& Regulation  
Michigan, State of, Department of Treasury  
Michigan, State of, Secretary of State  
Minnesota, State of, Commerce Department  
Minnesota, State of, Department of  
Commerce  
Minnesota, State of, Department of Revenue  
Minnesota, State of, Secretary of State  
Miramar, City of (FL)  
Mississippi, State of, Department of  
Revenue  
Mississippi, State of, Secretary of State  
Missouri, State of, Secretary of State  
Montana, State of, Department of Labor,  
Board of Pharmacy  
Montana, State of, Secretary of State  
Nebraska, State of, Secretary of State  
Nevada, State of, Department of Taxation  
Nevada, State of, Secretary of State  
New Hampshire, State of, Department of  
Revenue  
New Hampshire, State of, Secretary of State  
New Jersey, State of, Department of  
Revenue  
New Jersey, State of, Division of Taxation  
New Jersey, State of, Secretary of State  
New Mexico Secretary of State  
New Mexico, State of, Department of  
Revenue  
New York, City of, Department of Revenue  
New York, State of, Department of Revenue  
New York, State of, Secretary of State  
New York, State of, State Tax Department  
North Carolina, State of, Department of  
Revenue  
North Carolina, State of, Secretary of State  
North Charleston, City of (NC), Business  
License  
North Dakota, State of, Secretary of State  
Northampton, County of (PA)  
Ohio, State of, Department of Taxation  
Okaloosa, County of (FL), Property  
Appraiser  
Oklahoma, State of, Department of Revenue  
Oklahoma, State of, Secretary of State

Oklahoma, State of, Tax Commission  
Oregon, State of Corp. Division  
Oregon, State of, Department of Revenue  
Oregon, State of, Secretary of State  
Pennsylvania, Commonwealth of,  
Department of Revenue  
Philippines, Government of, Department of  
Finance, Bureau of Internal Revenue  
Pima, County of (AZ), Assessor's Office  
Pinellas, County of (FL), Property Appraiser  
Pontotoc, County of (OK), Assessor  
Pueblo, City of (CO)  
Pueblo, County of (CO), Assessor's Office  
Puerto Rico, Government of, Department of  
State  
Puerto Rico, Government of, Secretary of  
State  
Puerto Rico, Government of, Secretary of  
Treasury  
Rhode Island, State of, Department of  
Revenue  
Rhode Island, State of, Secretary of State  
Shelby, County of (TN), Assessor  
Shelby, County of (TN), Business Tax  
Division  
South Carolina, State of, Department of  
Revenue  
South Dakota, State of, Department of  
Revenue  
South Dakota, State of, Secretary of State  
St. Petersburg, City of (FL), Business Tax  
Division  
Tennessee, State of, Department of  
Commerce & Insurance  
Tennessee, State of, Department of Revenue  
Tennessee, State of, Department of State  
Tennessee, State of, Secretary of State  
Texas, State of, Comptroller  
Texas, State of, Comptroller of Public  
Accounts  
Texas, State of, Public Utility Commission  
(ADAD)  
Texas, State of, Secretary of State  
Tucson, City of (AZ)  
United States, Government of the,  
Department of the Treasury

Utah, State of, Department of Revenue  
Utah, State of, Division of Corp.s  
Utah, State of, Secretary of State  
Ventura, County of (CA)  
Vermont, State of, Secretary of State  
Virgin Islands, Government of the  
Virginia, Commonwealth of, Corporate  
Commission  
Virginia, Commonwealth of, Secretary of  
State  
Washington, D.C., Business License  
Washington, State of, Department of  
Licensing  
Washington, State of, Department of  
Revenue  
Washington, State of, Secretary of State  
Washington, State of, State Treasurer  
West Virginia, State of, Secretary of State  
Wilmington, City of (DE)  
Wisconsin, State of, Department of Revenue  
Wisconsin, State of, Secretary of State  
Wyoming, State of, Secretary of State

**Top 30 Unsecured Creditors**

Amazon Web Services Inc.  
AT&T Inc.  
Bain & Co. Inc.  
Bennett Packaging of Kansas City Inc.  
Blackburn, Mark  
Cable Technologies International Inc.  
California District Attorneys Association  
CDW Direct LLC  
Communication Test Design Inc.  
Computer Design & Integration LLC  
Deloitte Consulting LLP  
Eagle Business Solutions LLC  
EPE USA  
Holmen, Tone  
Indeed Inc.  
Ivy Technology Global Services LLC  
Johnson, Mark  
Jones, Mitchaell  
LiveVox Inc.  
Meridian IT Inc.  
Microsoft Licensing GP  
Nelson, Kenneth  
Nice Systems Inc.  
Oliver, Wendy  
Oracle America Inc.  
PrideStaff Inc.  
Qwest Communications Co. LLC  
Smith, Ada  
Successfactors  
Zhuhai Senyang Packaging Technology Co. Ltd.



**US Trustee**

Boykin, Jacqueline  
Duran, Hector  
Griffin, Barbara  
Hobbs, Henry G.  
Johnson-Davis, Luci  
Livingstone, Diane  
March, Christine  
McCullar, Alicia  
Motton, Linda  
Otto, Glenn  
Ratchford, Nancy  
Robbins, Judy A.  
Ruff, Jayson  
Schmidt, Patricia  
Simmins, Christy  
Smith, Gwen  
Statham, Stephen  
Waxton, Clarissa

## Utilities

ABM Janitorial Services South Central	PAETEC Communications Inc.
Ada, City of (OK), Utilities	Pennsylvania Electric Co.
Altoona Water Authority (PA)	PenTeleData LP I
American Electric Power Co. Inc.	People's Electric Cooperative
AP Gas & Electric LLC	Peoples Natural Gas Co.
AT&T Inc.	PPL Electric Utilities Corp.
AT&T Mobility	Republic Services Inc.
Atlantic Broadband Finance LLC	ServiceMaster Global Holdings Inc.
Bethlehem, City of (PA)	Sprint Corp.
Cable One Inc.	Starrdacious Cleaning LLC
Carolina Waste Services LLC	SteelNet
CenterPoint Energy	TATA Communications Ltd.
CenturyLink (Qwest)	T-Mobile USA Inc.
Charlotte, City of (NC)	Tupelo, City of (MS), Light & Water
Cologix Inc.	UGI Utilities Inc.
Comcast Corp.	Uniworks Inc.
Consolidated Communications	Verizon Wireless Inc.
Control Cleansing Solutions	Waste Management Inc. of FL
Dominion Energy South Carolina Inc.	Waste Management of NW Florida
Dorchester, County of (SC), Water & Sewer	Waste Management of NY
Duke Energy Carolinas LLC	Waste Management of PA Inc.
Energy Cooperative of New York Inc.	Waste Management of Texas Inc.
Equinix	Waste Pro of Florida Inc.
Fidelity Building Services Inc.	WM of Meridian Hauling
Florida Power & Light Co.	Zayo Group Holdings Inc.
Frontier Communications Corp.	
GCA Services	
Granite Telecommunications LLC	
Gulf Power Co.	
Hudson Energy Services LLC	
Inteliglobe Communications Ltd.	
Jani-King of Buffalo Inc.	
Jani-King of Charlotte	
Jani-King of Dallas	
Joe Done Cleaning	
Keystone Property Care	
Level 3 Communications LLC	
Memphis Light Gas & Water Division	
Meridian, City of (ID)	
Mississippi Power Co.	
Naperville, City of (IL)	
NovAtel	
Ohio Edison	
Okaloosa, County of (FL), Water & Sewer	

**Schedule 2**

**Potential Parties-in-Interest with a Relationship with FTI**

## **SCHEDULE 2**

### **Administrative Agents**

CREDIT SUISSE AG  
Wells Fargo & Co.  
Wells Fargo & Co.  
Wilmington Savings Fund Society FSB

### **Creditor Professionals**

Gibson Dunn & Crutcher LLP  
Greenberg Traurig LLP  
Willkie Farr & Gallagher LLP  
Wilmer Cutler Pickering Hale and Dorr LLP

### **Debtor Professionals**

Evercore Inc.  
Jackson Walker LLP  
Kirkland & Ellis LLP

### **Equity Holders**

Antares Capital 4 LP

### **Insurance - Surety Bonds**

ACE American Insurance Co.  
Barbican Managing Agency Ltd.  
Hiscox Insurance Co. Inc.  
Lloyds Bank plc  
RLI Insurance Co.  
Starr Indemnity & Liability Co. Inc.  
Travelers Insurance Co.  
Zurich American Insurance Co.

### **Lenders**

Black Diamond Capital Management LLC  
Carlyle Group Inc., The  
Carlyle Investment Management LLC  
Citibank NA  
Credit Suisse Group AG  
CVC Capital Partners Ltd.  
CVC Credit Partners LP  
Deutsche Bank AG  
Highbridge Capital Management LLC  
HPS Investment Partners LLC  
Invesco Ltd.  
Jefferies Finance LLC

JPMorgan Chase & Co.  
Loews Corp.  
Midtown Acquisitions LP  
Morgan Stanley  
Morgan Stanley Senior Funding Inc.  
Oaktree Capital Management LP  
Sierra Income Corporation

Silver Point Capital LP  
Symphony Asset Management  
UBS Investment Bank  
UBS AG Stamford Branch  
Voya Financial Inc.

### **Ordinary Course Professionals**

Ernst & Young  
PricewaterhouseCoopers LLP

### **Significant Competitors**

Accenture plc  
Alorica Inc.  
QUALCOMM Inc.  
Sanmina Corp.  
Teleperformance SE  
TELUS Corp.  
Wipro Ltd.

### **Significant Customers**

[CONFIDENTIAL]

### **Significant Vendors**

ADP LLC  
Aetna Inc.  
American Express  
Equinix Inc.  
Hon Hai Precision Industry Co. Ltd.  
Jackson Lewis LLP  
Katten Muchin Rosenman LLP  
RR DONNELLEY & SONS COMPANY  
SAP America Inc  
Stealth Partner Group  
UPS

**Taxing Authorities**

Alabama, State of, Department of Revenue  
Arizona, State of, Department of Revenue  
Chicago, City of (IL)  
Florida, State of, Department of Revenue  
Georgia, State of, Department of Revenue  
Louisiana, State of, Department of Revenue  
Maryland, State of, Department of  
Assessments  
Michigan, State of, Department of Treasury  
Minnesota, State of, Secretary of State  
Ohio, State of, Department of Taxation  
Pennsylvania, State of, Department of  
Revenue  
Texas, State of, Comptroller  
United States, Government of the,  
Department of the Treasury

**Top 30 Unsecured Creditors**

Amazon Web Services Inc.  
AT&T Inc.  
Bain & Co. Inc.  
Deloitte Consulting LLP  
Microsoft Licensing GP  
Nice Systems Inc.  
Oracle America Inc.  
Qwest Communications Company LLC

**Utilities**

American Electric Power (AEP Ohio)  
AT&T  
AT&T Mobility  
CenterPoint Energy  
Comcast  
Duke Energy Carolinas  
Equinix  
Frontier Communications  
Level 3 Communications LLC  
Republic Services  
Sprint  
Sprint (Mobile)  
T-Mobile USA Inc  
UGI Utilities  
Verizon  
Zayo